

CLEVELAND COMMUNICATIONS, INC.
RADIO SYSTEM USER AGREEMENT

THIS RADIO SYSTEM AGREEMENT (The "Agreement") is made and entered into this _____ day of _____, 2023, in the State of Ohio, by and between Cleveland Communications, Inc. whose principal business address is 5220 Hauserman Rd. Parma, OH 44130 hereinafter referred to as "CCI", and City of Oberlin _____, whose principal address is 69 S. Main St. Oberlin, OH 44074 hereinafter referred to as the "User".

ARTICLE I

RADIO SYSTEM USE

- 1.0 CCI hereby grants to User, for the purposes of public safety forces, service departments and or other municipal radio users in connection with public functions and duties of User, access to the CCI public safety simulcast, 700/800 MHz, trunked radio system located in Lorain County. User under the following terms and conditions;
- 2.0 The term of this Agreement shall commence upon execution by the public official(s) authorized to do so on behalf of the User. The term of this Agreement shall be continuous from its commencement and shall be in force for a period of Five (5) years. Renewal of this Agreement shall be automatic unless prior written notice is given by either party no less than sixty (60) days prior to the renewal date.

ARTICLE III

FEES

3.0 Commencing with the first full month following execution of this Agreement and installation and or activation of equipment, User shall pay to CCI a monthly fee (the "Usage Fee") in the amount of \$40.00 per control station radio and \$10.00 per terminal mobile or portable radio. Equipment known as Pagers have \$0.00 usage fee. Usage Fee's shall be payable upon invoice to CCI at its principle address. Usage Fee's set forth in this Agreement may be adjusted at the renewal period of this Agreement. The adjustment amount shall be in accordance with the RFP response dated October 14, 2022 listed in the fifteen year cost of ownership on page eight of section 12 of the CCI response, as amended.

Total number of Mobiles 9

Total number of Portables 32

Total number of Control Stations 1

- Total number of Mobiles/Portables/Control Stations to be determined after equipment is issued out by Lorain County 911

ADDITIONAL FEES

- 3.1 Monthly wireline dispatch console fee \$60.00 (per position)
- 3.2 Monthly BeOn fee \$10.00 (per device)
- 3.3 BeOn activation fee \$ 295.00 (per device)
- 3.4 Pager programming fee \$50.00 (per device)
- 3.5 Monthly Backup Radio Fee \$10.00
- 3.6 Users may be subject to additional "Fees" based on a technology need presented by the User that requires additional equipment investment by CCI. The additional "Fees" will be agreed to by both parties prior to commencement of the technology upgrade.

ARTICLE IV

DEFAULT

- 3.7 In the event of any breach of this Agreement by User, CCI in addition to the other rights or remedies it may have, shall have the right to terminate this Agreement upon sixty (60) days written notice to User. Should User not cure its default within the sixty (60) day period, CCI shall exclude User from access to any and all assigned talk groups or otherwise denominated communications capabilities theretofore assigned to User on the System. Such a breach shall include but not be limited to, any misuse of the System or the equipment and software that makes up the System, the determination of what constitutes misuse is the sole discretion of CCI. This section refers only to individual users and individual radios. It does not imply CCI can or will turn the radio system off for all users.

ARTICLE V

NON-LIABILITY

- 3.8 CCI shall not be liable for any damage, injury, loss, or other liability resulting from any temporary or permanent termination of User's use of the System, nor shall and User's obligations under this Agreement be affected by any such interruption or termination of User's use of the System.
- 3.9 ~~User shall hold harmless CCI, its officers, employees and representatives, from any damage, injury, loss or other liability caused by User's use of the System.~~


ARTICLE VI

MISCELLANEOUS

- 3.10 The covenants and conditions contained shall be applied to and bind the successor, executors, administrators, and assigns of all parties hereof.
- 3.11 The provisions of this Agreement shall also be binding upon and inure to the benefit of both parties and their successors and assigns.
- 3.12 This agreement shall be construed in accordance with and governed by the laws of the State of Ohio.
- 3.13 No amendment, modification, or alternation of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.
- 3.14 In case any one or more of the provisions contained in this Agreement shall, for any reason, held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability, shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 3.15 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting to this Agreement.
- 3.16 The rights and remedies provided by this Agreement are cumulative in the use of any one right or remedy by either party and shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

IN WITNESS WHEREOF, the parties have executed the Agreement as of
this 5 day of January 2023.

CCI:
Cleveland Communications, Inc.

By: 
Alan Close, President

STATE OF OHIO)
) SS:
CUYAHOGA COUNTY)

BEFORE ME, a Notary Public for said User and State, personally appeared Alan Close, President of Cleveland Communications, Inc. who severally acknowledges that he did sign the Agreement on behalf of Cleveland Communications, Inc. and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal
this 5th day of January, 2023


NOTARY PUBLIC



LISA M KOSTURA
Notary Public, State of Ohio
My Commission Expires:
March 15, 2025

USER: City of Oberlin

BY: [Signature]
Robert Hillard - City Manager

STATE OF OHIO)
) SS:
LORAIN COUNTY)

BEFORE ME, a Notary Public for said User and State, personally appeared
Brianna Reynolds, who severally acknowledges that he/she did
sign the Agreement on behalf of the City of Oberlin and that the same is
his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal
this 4 day of January, 2023

[Signature]
NOTARY PUBLIC

Approved as to form:

[Signature]
Jon D. Clark, Law Director



BRIANA REYNOLDS
Notary Public
State of Ohio
My Comm. Expires
December 27, 2027